

Entered -05-09-01 - sb
CL 01L0301 - GWENDOLYN BURNS

01-L-1192

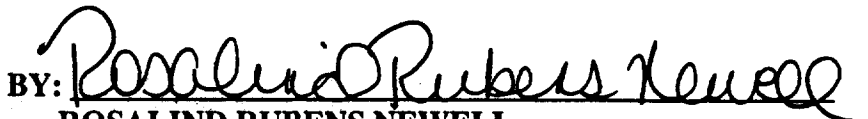
CLAIM OF: FERIST JAMES
through his attorney
LORI G. LERO
1850 Parkway Place, Suite 420
Marietta, Georgia 30067

For bodily injuries alleged to have been sustained as a result of a vehicular accident on January 25, 2001 at Bankhead Highway, NW and Holly Street, NW.

BY PUBLIC SAFETY AND LEGAL ADMINISTRATION
COMMITTEE:

BE IT RESOLVED by the Council of the City of Atlanta that the action of the Department of Law be approved in authorizing payment to **FERIST JAMES** *through his attorney* **LORI G. LERO** the sum of **\$2,000.00** in full settlement and satisfaction of all claims, past, present and future, of every kind and character for bodily injuries alleged to have been sustained as a result of a vehicular accident on January 25, 2001 at Bankhead Highway, NW and Holly Street, NW. as is more particularly set forth in the within claim; said sum taken from and charged to account 1A01/529017/T31001, Settlement of Suits and Claims, Department of Law.

APPROVED: SUSAN PEASE LANGFORD
CITY ATTORNEY

BY: 
ROSALIND RUBENS NEWELL
DEPUTY CITY ATTORNEY

DEPARTMENT OF LAW - CLAIM INVESTIGATION SUMMARY

Claim No. 01L0301

Date: July 17, 2001

Claimant /Victim FERIST JAMES

BY: (Atty) (Ins. Co.) LORI G. LERO, P.C.

Address: 1850 Parkway Place, Suite 4202, Marietta, Georgia 30067

Subrogation: Claim for Property damage \$ Bodily Injury \$ 12,000.00

Date of Notice: 5/8/01 Method: Written, Proper X Improper

Conforms to Notice: O.C.G.A. §36-33-5 X Ante Litem (6 Mo.) X

Date of Occurrence 1/25/01 Place: Bankhead Highway, NW & Holly Street, NW

Department PUBLIC WORKS Division Solid Waste Services

Employee involved Zenas Middlebrook Disciplinary Action: 10 day suspension

NATURE OF CLAIM: Claimant sustained bodily injuries when his vehicle was backed into by a sanitation vehicle that was attempting to make a garbage pickup. The City employee was cited for "improper backing".

INVESTIGATION:

Statements: City employee Claimant Others Written Oral

Pictures Diagrams Reports: Police X Dept Report Other

Traffic citations issued: City Driver X Claimant Driver

Citation disposition: City Driver Claimant Driver

BASIS OF RECOMMENDATION:

Function: Governmental X Ministerial

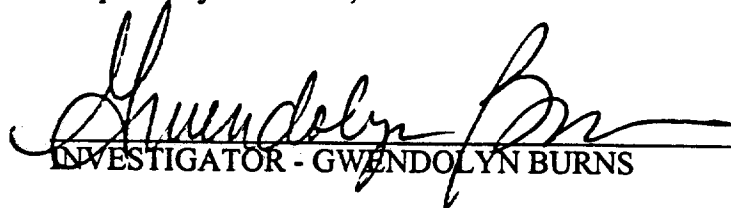
Improper Notice More than Six Months Other Damages reasonable

City not involved Offer rejected Compromise settlement X

Repair/replacement by Ins. Co. Repair/replacement by City Forces

Claimant Negligent City Negligent X Joint Claim Abandoned

Respectfully submitted,


INVESTIGATOR - GWENDOLYN BURNS

RECOMMENDATION:

Pay \$ 2,000.00 Adverse Account charged: 1A01 X 2J01 2H01

Claims Manager:  Concur/date 07-20-01

Committee Action: Council Action

LAW OFFICES OF
LORI G. LERO
PROFESSIONAL CORPORATION
1850 PARKWAY PLACE
SUITE 420
MARIETTA, GEORGIA 30067
(770) 426-4878 • Fax (770) 428-7806

BURNS
05/08/01
[Signature]

May 07, 2001

City of Atlanta Claims Services
Attn: Ms. Diane Mitchell
City Hall Tower
68 Mitchell Street, Suite 4100
Atlanta, GA 30335

ENTERED - 5-9-01 - SB
01L0301 - GWENB BURNS

RE: Claimant: Ferist James
Claim #: Unknown
Insured: Zenas Middlebrooks
Date of Loss: January 25, 2001

Dear Ms. Mitchell:

As you know, we represent Ferist James for personal injuries against your insured arising out of an automobile wreck which occurred on or about January 25, 2001 at Bankhead Highway NW and Holly Street, NW in Fulton County, Georgia.

This settlement brochure and all its exhibits are submitted with a view towards compromise and settlement and are inadmissible towards trial in accordance with O.C.G.A. § 24-3-27. This Law was enacted to encourage settlement controversies by permitting parties to discuss their cases candidly with the assurance that admissions and proposals for compromise made in the course of their good faith negotiations may not be used against them in any subsequent lawsuit.

On January 25, 2001, my client was traveling west on Bankhead Highway when her vehicle was struck by another vehicle driven by your insured driver. Your insured just turned left onto Bankhead Highway from Holly Street when he backed up to make a sanitation pick-up and struck my client's vehicle. Enclosed is a copy of the Georgia Uniform Motor Vehicle Accident report that was filled out by the investigating officer that was called to the scene of the wreck. On page two of the report, the officer cited your insured as the proximate cause of the wreck for : **improper backing and driving on the wrong side of the road.**

If your insured did not back up improperly and was driving on the correct side of the road, he have avoided the collision. Due to your insured's negligence, the vehicle that my client was driving was severely damaged. As a result my client suffered personal injuries and has incurred reasonable and necessary medical expenses.

Enclosed please also find copies of my client's medical records. The report/notes from her medical provider, renders a very comprehensive presentation of my client's injuries, diagnosis, treatment; prognosis of her condition, and future care. My client sought treatment and

completed physical rehabilitation from Brown Arrowhead Clinic. Dr. Roy Vogel, D.C., treated and diagnosed my client's condition to be of: **thoracic sprain/strain; lumbar sprain/strain; myofascitis and lumbar hypolordosis.**

Enclosed are copies of my client's itemized medical statements: From Brown Arrowhead Clinic for \$4,135.00. The total past medical expenses for my client for the period are **\$4,135.00.**

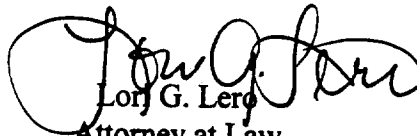
As a result of this collision, my client has experienced pain and suffering . Under Georgia Law, pain and suffering are compensable items of damages. At this time, my client has authorized us to settle this claim for **\$12,000.00.** We make this offer to avoid further delay and the expense of litigation.

Since we have furnished you with the pertinent information we have assembled concerning the injuries and special damages and we feel that you have completed your investigation of the facts, it reasonable to establish a time during which we can either settle or commence suit. We believe that a reasonable time period would be between now and **June 07, 2001.**

This letter may serve as evidence that you failed to negotiate in good faith to settle within your insured's policy limits.

Should you have any questions regarding this matter, please do not hesitate to contact this office.

Very truly yours,


Lori G. Lero
Attorney at Law
Georgia Bar # 446996

LGL/ea

cc: Mr. Richard Johnson
1120 North Avenue
Atlanta, GA 30318

Enclosures

GENERAL RELEASE AND INDEMNIFICATIONCLAIM NUMBER 01L0301\$ 2,000.00

IN CONSIDERATION of the sum of TWO THOUSAND AND 00/100
DOLLARS, to be paid to me by the CITY OF ATLANTA, the future receipt of which is hereby
acknowledged, I do hereby, for myself, my heirs, executors, administrators, and assigns, release and forever
discharge said City, its officers and employees, including but not limited to Zenas Middlebrooks, from any and
all claims, demands, actions, causes of action, suits, damages, loss and expenses, of whatsoever kind or nature for
or on account of anything that has heretofore occurred, and particularly for or on account of a bodily injuries
which occurred on or about the 25th day of January, 2001
at or near Bankhead Highway, NW and Holly Street, NW

It is further understood and agreed that the payment of the above named sum is not to be considered as an
admission on the part of the City, its officers, agents, servants or employees, of any liability whatsoever and the
undersigned further covenants and agrees to indemnify and hold harmless the City of Atlanta, its officers, agents,
servants and employees, from any and all claims, damages or costs which the said City of Atlanta, its officers,
agents, servants and employees, may be called upon to make as a result of the event hereinbefore referred to.

And I now state that the only consideration for my signing this release and indemnification is the payment
of the sum stated above; that no other promise or agreement of any kind or nature has been made to or with me by
said City or its agents to cause me to sign this release, and that I fully understand the meaning and intent of this
instrument.

WITNESS my hand and seal this 9th day of July, 2001

Ferist James (LS)
FERIST JAMES

Lori G. Lero (LS)
LORI G. LERO, ATTORNEY AT LAW

The above release was read and explained to, and signed by the said Ferist James

in our presence on the date above written.

[Signature]

WITNESSES

01-L-1192